

Calendar No. 228

104TH CONGRESS
1ST SESSION

S. J. RES. 38

JOINT RESOLUTION

Granting the consent of Congress to the Vermont-New Hampshire Interstate Public Water Supply Compact.

NOVEMBER 9, 1995

Reported without amendment

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Granting the consent of Congress to the Vermont-New Hampshire Interstate
Public Water Supply Compact.

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 26 (legislative day, SEPTEMBER 25), 1995

Mr. LEAHY (for himself, Mr. JEFFORDS, Mr. GREGG, and Mr. SMITH) introduced the following joint resolution; which was read twice and referred to the Committee on the Judiciary

NOVEMBER 9, 1995

Reported by Mr. HATCH, without amendment

JOINT RESOLUTION

Granting the consent of Congress to the Vermont-New
Hampshire Interstate Public Water Supply Compact.

1 *Resolved by the Senate and House of Representatives*
2 *of the United States of America in Congress assembled,*
3

4 **SECTION 1. CONGRESSIONAL CONSENT.**

5 The Congress consents to the Vermont-New Hamp-
6 shire Interstate Public Water Supply Compact entered

1 into between the States of Vermont and New Hampshire.

2 The compact reads substantially as follows:

3 **“Vermont-New Hampshire Interstate Public**
4 **Water Supply Compact**

5 “ARTICLE I

6 “GENERAL PROVISIONS

7 “(a) STATEMENT OF POLICY.—It is recognized that
8 in certain cases municipalities in Vermont and New
9 Hampshire may, in order to avoid duplication of cost and
10 effort, and in order to take advantage of economies of
11 scale, find it necessary or advisable to enter into agree-
12 ments whereby joint public water supply facilities are
13 erected and maintained. The States of Vermont and New
14 Hampshire recognize the value of and need for such agree-
15 ments, and adopt this compact in order to authorize their
16 establishment.

17 “(b) REQUIREMENT OF CONGRESSIONAL AP-
18 PROVAL.—This compact shall not become effective until
19 approved by the United States Congress.

20 “(c) DEFINITIONS.—

21 “(1) The term ‘public water supply facilities’
22 shall mean publicly owned water supply sources,
23 storage, treatment, transmission and distribution fa-
24 cilities, and ancillary facilities regardless of whether

1 or not the same qualify for Federal or State con-
2 struction grants-in-aid.

3 “(2) The term ‘municipalities’ shall mean cities,
4 towns, village districts, or other incorporated units
5 of local government possessing authority to con-
6 struct, maintain, and operate public water supply fa-
7 cilities and to raise revenue therefore by bonding
8 and taxation, which may legally impose and collect
9 user charges and impose and enforce regulatory con-
10 trol upon users of public water supply facilities.

11 “(3) The term ‘water supply agency’ shall mean
12 the agencies within Vermont and New Hampshire
13 possessing regulating authority over the construc-
14 tion, maintenance, and operation of public water
15 supply facilities and the administration of grants-in-
16 aid from their respective State for the construction
17 of such facilities.

18 “(4) the term ‘governing body’ shall mean the
19 legislative body of the municipality, including, in the
20 case of a town, the selectmen or town meeting, and,
21 in the case of a city, the city counsel, or the board
22 of mayor and aldermen or any similar body in any
23 community not inconsistent with the intent of this
24 definition.

1 “ARTICLE II

2 “PROCEDURES AND CONDITIONS GOVERNING

3 INTERGOVERNMENTAL AGREEMENTS

4 “(a) COOPERATIVE AGREEMENTS AUTHORIZED.—

5 Any two or more municipalities, one or more located in
6 New Hampshire and one or more located in Vermont, may
7 enter into cooperative agreements for the construction,
8 maintenance, and operation of public water supply facili-
9 ties serving all the municipalities who are parties thereto.

10 “(b) APPROVAL OF AGREEMENTS.—Any agreement
11 entered into under this compact shall, prior to becoming
12 effective, be approved by the water supply agency of each
13 State, and shall be in a form established jointly by said
14 agencies of both States.

15 “(c) METHOD OF ADOPTING AGREEMENTS.—Agree-
16 ments shall be adopted by the governing body of each mu-
17 nicipality in accordance with statutory procedures for the
18 adoption of interlocal agreements between municipalities
19 within each State; provided, that before a Vermont mu-
20 nicipality may enter into such agreement, the proposed
21 agreement shall be approved by the voters.

22 “(d) REVIEW AND APPROVAL OF PLANS.—The water
23 supply agency of the State in which any part of a public
24 water supply facility which is proposed under an agree-
25 ment pursuant to this compact is proposed to be or is lo-

1 cated, is hereby authorized and required, to the extent
2 such authority exists under its State law, to review and
3 approve or disapprove all reports, designs, plans, and
4 other engineering documents required to apply for Federal
5 grants-in-aid or grants-in-aid from said agency's State,
6 and to supervise and regulate the planning, design, con-
7 struction, maintenance, and operation of said part of the
8 facility.

9 “(e) FEDERAL GRANTS AND FINANCING.—(1) Appli-
10 cation for Federal grants-in-aid for the planning, design,
11 and construction of public water supply facilities other
12 than distribution facilities shall be made jointly by the
13 agreeing municipalities, with the amount of the grant at-
14 tributable to each State's allotment to be based upon the
15 relative total capacity reserves allocated to the municipali-
16 ties in the respective States determined jointly by the re-
17 spective State water supply agencies. Each municipality
18 shall be responsible for applying for Federal and State
19 grants for distribution facilities to be located within the
20 municipal boundaries.

21 “(2) Municipalities are hereby authorized to raise and
22 appropriate revenue for the purpose of contributing pro
23 rata to the planning, design, and construction cost of pub-
24 lic water supply facilities constructed and operated as joint
25 facilities pursuant to this compact.

1 “(f) CONTENTS OF AGREEMENTS.—Agreements en-
2 tered into pursuant to this compact shall contain at least
3 the following:

4 “(1) A system of charges for users of the joint
5 public water supply facilities.

6 “(2) A uniform set of standards for users of the
7 joint public water supply facilities.

8 “(3) A provision for the pro rata sharing of op-
9 erating and maintenance costs based upon the ratio
10 of actual usage as measured by devices installed to
11 gauge such usage with reasonable accuracy.

12 “(4) A provision establishing a procedure for
13 the arbitration and resolution of disputes.

14 “(5) A provision establishing a procedure for
15 the carriage of liability insurance, if such insurance
16 is necessary under the laws of either State.

17 “(6) A provision establishing a procedure for
18 the modification of the agreement.

19 “(7) A provision establishing a procedure for
20 the adoption of regulations for the use, operation,
21 and maintenance of the public water supply facili-
22 ties.

23 “(8) A provision setting forth the means by
24 which the municipality that does not own the joint
25 public water supply facility will pay the other mu-

1 municipality its share of the maintenance and operating
2 costs of said facility.

3 “(g) APPLICABILITY OF STATE LAWS.—Cooperative
4 agreements entered into by municipalities under this com-
5 pact shall be consistent with, and shall not supersede, the
6 laws of the State in which each municipality is located.
7 Notwithstanding any provision of this compact, actions
8 taken by a municipality pursuant to this compact, or pur-
9 suant to an agreement entered into under this compact,
10 including the incurring of obligations or the raising and
11 appropriating of revenue, shall be valid only if taken in
12 accordance with the laws of the State in which such mu-
13 nicipality is located.

14 “CONSTRUCTION

15 “Nothing in this compact shall be construed to au-
16 thorize the establishment of interstate districts, authori-
17 ties, or any other new governmental or quasi-governmental
18 entity.

19 “ARTICLE III

20 “EFFECTIVE DATE

21 “This compact shall become effective when ratified
22 by the States of Vermont and New Hampshire and ap-
23 proved by the United States Congress.”.

24 **SEC. 2. RIGHT TO ALTER, AMEND, OR REPEAL.**

25 The right to alter, amend, or repeal this joint resolu-
26 tion is hereby expressly reserved. The consent granted by

1 this joint resolution shall not be construed as impairing
2 or in any manner affecting any right or jurisdiction of the
3 United States in and over the region which forms the sub-
4 ject of the compact.

5 **SEC. 3. CONSTRUCTION AND SEVERABILITY.**

6 It is intended that the provisions of this compact shall
7 be reasonably and liberally construed to effectuate the
8 purposes thereof. If any part or application of this com-
9 pact, or legislation enabling the compact, is held invalid,
10 the remainder of the compact or its application to other
11 situations or persons shall not be affected.

12 **SEC. 4. INCONSISTENCY OF LANGUAGE.**

13 The validity of this compact shall not be affected by
14 any insubstantial difference in its form or language as
15 adopted by the two States.